



Comptroller General  
of the United States  
Washington, D.C. 20548

Evans  
145341

## Decision

**Matter of:** Son's Quality Food Company  
**File:** B-244528.2  
**Date:** November 4, 1991

Keith L. Baker, Esq., Eckert, Seamans, Cherin & Mellott, for the protester.  
Joseph M. Goldstein, Esq., and Paul D. Warring, Esq., Department of the Air Force, for the agency.  
Catherine M. Evans, Esq., David Ashen, Esq., and John M. Melody, Esq., Office of the General Counsel, GAO, participated in the preparation of the decision.

### DIGEST

1. Protest challenging agency's technical evaluation is sustained where evaluation record, consisting solely of evaluation worksheets with very few substantive comments, does not support agency's substantial reductions to protester's technical score under heavily weighted evaluation factors.
2. Protest alleging that agency failed to conduct meaningful discussions with protester is sustained where agency's discussion letter, which merely reiterated solicitation's proposal preparation instructions, did not point out specific perceived deficiencies and misled protester into addressing areas that were not of concern to evaluators.

### DECISION

Son's Quality Food Company protests the rejection of its proposal, and the award of a contract to Good Food Service, Inc., under request for proposals (RFP) No. F49642-91-R-0502, issued by the Department of the Air Force for food services at Bolling Air Force Base (AFB). Son's contends that the Air Force miscalculated its proposal and improperly failed to raise perceived deficiencies in the proposal during discussions.

We sustain the protest.

The RFP, issued on February 5, 1991, requested proposals for provision of full food services at Bolling AFB's main dining facility. As the facility had been closed for renovations and was scheduled to reopen in May, the RFP contemplated a base contract period of 5 months to complete the fiscal

year, and provided for three 1-year options. Section M of the RFP provided that technical proposals would be evaluated based on their compliance with the following six technical requirements, listed in descending order of importance:

"(a) Provide detailed information reflecting the firm's managerial experience in providing full food service management or similar experience.

(b) Provide detailed evidence that the employees performing the various types of jobs have at least two years of experience in the full food service field.

(c) Provide detailed evidence that the firm has the capability to provide full food service including resumes, list of references showing past experience.

(d) Provide a detailed management plan including procedures for maintaining full food service.

(e) Quality control plan. Provide detailed proposed methods to ensure contract requirements are met.

(f) Equipment maintenance plan. Provide detailed plan as to how equipment maintenance will be performed to include certificates from apprenticeship programs and trade schools."

The RFP provided that technical factors were more important than price. In this regard, the agency's internal evaluation plan provided that award would be made to the offeror whose combined technical and cost evaluation scores resulted in the highest overall score, with technical factors worth 60 percent of the combined score and cost worth 40 percent.

Four offerors submitted proposals by the March 25 closing date. Following written discussions, the Air Force established a competitive range consisting of Good Food, with a technical evaluation score of 1526 of 1600 available points, and Son's, with a score of 859 points. The Air Force then requested best and final offers (BAFO) from both firms.

In its evaluation of BAFOs, the Air Force converted offerors' technical scores to a 60-point scale; Son's received a technical score of 31 points, while Good Food received 57 points. Son's BAFO price of \$6,103,873.78 received the maximum price score of 40 points, while Good Food's price of \$6,594,683.33 received 36 points. As a result, Good Food's combined technical/price score totaled 93 points, 22 points more than Son's combined score of 71 points. When the Air Force subsequently made award to Good Food, Son's filed this protest with our Office. Since Son's did not file its protest within 10 calendar days of award, the agency was not required to stay contract performance; Good Food has therefore been performing the contract since the renovated dining hall reopened. See 31 U.S.C. § 3553(d)(1) (1988).

## EVALUATION

Son's alleges that the Air Force's evaluation of technical proposals was improper. Specifically, Son's contends that the evaluators improperly found its proposal deficient for failing to address requirements that were in fact addressed.

The determination of the relative merits of proposals is primarily a matter of agency discretion which we will not disturb unless it is shown to be unreasonable or inconsistent with the stated evaluation criteria. Systems & Processes Eng'g Corp., B-234142, May 10, 1989, 89-1 CPD ¶ 441. Based on our review of the record, discussed below, we find that the Air Force's downgrading of Son's proposal, particularly under the two most important evaluation factors, management experience and personnel experience, was unreasonable.

### Management and Personnel Experience

Under the evaluation factor for management experience, assigned a weight of 35 percent of the total technical score, the RFP instructed offerors to "provide resumes and letters of intent for managerial positions. Information will include education, background, character and proven ability in managerial capacity." The Air Force found that although Son's had proposed several strong management candidates for each position, including 9 candidates for manager, 4 for assistant manager, and 10 for supervisor, it did not indicate which of the many candidates it planned to hire. The evaluators concluded that it was impossible to ascertain, and thus to evaluate, Son's likely management staff; as a result, the agency downgraded its proposal under this factor, awarding it only 286 of 560 possible points. In contrast, Good Food specified the candidates that it actually intended to employ, and the evaluators noted as a strength of Good Food's proposal that it showed exactly who would be working in each position. As a result, Good Food

received a score of 540 of 560 possible points for this factor.

Under the evaluation factor for personnel experience, worth 20 percent of the technical score, offerors were instructed to "provide detailed evidence that the employees performing the various types of trade under the full food service management field have at least two years experience in their respective fields." Again, Son's proposed a number of candidates for each position, preventing the evaluators, in their view, from properly assessing the candidates. In addition, the evaluators noted that it was not clear from Son's proposal whether former employees who are union members would be offered "first option" to return to their jobs, as required by the union. In contrast, Good Food proposed to employ many of the former dining hall workers. Two of the evaluators also noted that Son's did not demonstrate that its proposed employees had experience with the Air Force's Services Information Management System (SIMS), the computer system that would be used in the performance of the contract. As a result, Good Food received 308 of 320 available points, while Son's was awarded only 186 points.

Son's contends that it was improper for the Air Force to downgrade its proposal in these two areas for offering "too many candidates," and that its proposal actually was superior to Good Food's in this regard, because offering numerous candidates assured the Air Force that qualified replacements would be available if any of Son's proposed personnel were to withdraw prior to award.

We agree with the protester that the Air Force's evaluation in these areas was unreasonable. First, the evaluation record does not support the agency's conclusion that the number of candidates proposed precluded it from properly evaluating Son's proposed management staff. In this regard, the comments on the evaluation worksheets show that all four evaluators considered Son's proposal strong under this factor, with statements such as "strong representation of management candidates," "supervisors have lots of experience," and "managers are well qualified." The only negative comments, on the other hand, merely stated "too many candidates" and "no indication which of the possible candidates will be employed."<sup>1</sup> Thus, contrary to the Air Force's assertion that it could not evaluate the many candidates,

---

<sup>1</sup>One evaluator included additional negative comments under this factor that were unrelated to Son's proposed management personnel; the same evaluator noted that Son's provided "good resumes on management applicants" and that a "large amount of experience is visible based on documentation and credentials."

the record shows that the Air Force did in fact evaluate the candidates and, based on the evaluators' comments, that it found them well qualified. Furthermore, it is not clear why the Air Force's uncertainty as to exactly which candidates would ultimately be hired was perceived to be a deficiency. Since the evaluators considered all of Son's proposed candidates to be well qualified, and all of the candidates had executed letters of intent which were furnished with the proposal, the Air Force seemingly was assured of a qualified management staff regardless of which of the candidates ultimately were employed.<sup>2</sup> We conclude that this was not a proper basis for awarding Son's only half of the available points under this factor.

Similarly, under the personnel experience factor, the comments in the evaluation worksheets show that the Air Force considered all of the proposed employees to possess the required experience. Again, it is not clear why the Air Force considered Son's surplus of candidates to be a deficiency, since all of the candidates met the Air Force's requirements. As for the candidates' perceived lack of SIMS experience, we note that offerors were not required to have experience with SIMS; rather, the RFP statement of work provided that the Air Force would train all managers and employees to use it. Thus, the evaluators essentially downgraded the proposal based on the absence of experience that the RFP did not require to be demonstrated in the proposal. Moreover, Son's proposal did contain evidence that its personnel had SIMS experience, as it referenced Son's current performance of a food service contract at nearby Andrews AFB in which SIMS is used. Regarding the perceived inconsistency between Son's assurance that it would hire former dining hall employees and its proposal of new candidates, the RFP did not include any requirement that the new contractor hire the predecessor contractor's employees; thus, Son's proposal should not have been downgraded based on any uncertainty that it would do so. Since these unreasonable conclusions by the evaluators were the only stated bases for Son's low score here, we conclude that the Air Force unreasonably downgraded Son's proposal under this important factor.

---

<sup>2</sup>While the Air Force argues that the letters of intent offered by Son's candidates contained too many conditions, for example, "if Son's is awarded the contract and if I am offered the position," the letters of intent submitted by Good Food's candidates were substantially the same in this regard.

## Corporate Capability/Experience

Under the evaluation factor for corporate capability/experience, worth 15 percent of the total technical score, offerors were to "provide detailed evidence that the firm has the capability to provide full food service. . . . Include resumes, list of references and telephone numbers, plus any other information in performing similar services. References should address similar projects and specifically indicate all projects provided for government facilities." Although the evaluators considered Son's proposal strong in this area, noting that Son's had a "proven track record in Air Force food service," they found Good Food's proposal superior, citing the firm's "very impressive background in the catering business" and "experience in large scale feeding programs with upscale standards, exactly what is required in Air Force food service." In contrast, the evaluators noted that Son's had little experience with SIMS. As a result, while Son's received only 153 of 240 available points, Good Food received 228 points.

Son's asserts that the Air Force failed to consider its excellent performance history, particularly at nearby Andrews AFB, where it currently is performing a larger full food service contract. Son's specifically argues that it should have received credit in the evaluation for extensive SIMS experience because it uses SIMS at Andrews.

We find that the Air Force improperly downgraded Son's proposal under this factor. While the evaluation comments show that the evaluators looked favorably upon Son's prior and current experience, the evaluators apparently downgraded Son's proposal based on its failure to demonstrate SIMS experience. Again, there was no RFP requirement for SIMS experience in the statement of work or under any of the evaluation factors, and there was no other indication that such experience would be considered in the evaluation. Although the evaluators could not give Son's credit for having SIMS experience that was not specifically referenced in its proposal, see Intelcom Support Servs., Inc., B-225600, May 7, 1987, 87-1 CPD 487, neither could they properly downgrade Son's for failure to demonstrate experience that was not required or set forth to be evaluated under the RFP. See, e.g., Tennessee Wholesale Drug Co., Inc., B-243018 et al., June 28, 1991, 91-2 CPD ¶ 9 (where RFP precluded evaluation of prices for certain extra items, agency improperly awarded maximum score only to offerors agreeing to provide those items at no charge). While the Air Force asserts elsewhere in the agency report that Good Food's proposal was generally superior to Son's in this area, the single relevant negative comment in the worksheets cited Son's failure to demonstrate SIMS experience as the basis for its low score here (one evaluator also commented

on the absence in Son's proposal of a personnel work schedule, a matter unrelated to Son's corporate capability or experience); it thus appears that the Air Force unreasonably reduced Son's score relative to Good Food's based on its improper consideration of Son's failure to specifically mention its SIMS experience in its proposal.

In sum, the agency substantially reduced Son's score under the most important evaluation factors based on improper considerations. We emphasize that our findings regarding the evaluation are based on the evaluation record supplied by the Air Force, which consisted only of the individual evaluators' worksheets and a brief decision document. Federal Acquisition Regulation (FAR) § 15.612(d)(2) requires agencies to document the reasons for their selection decisions. Here, however, the record did not include any type of comparison of the relative differences between proposals or otherwise articulate the basis for the Air Force's decision. The selection document noted only that "the proposal submitted by Good Food Service was superior to all the others," and that Good Food received a higher combined score than Son's. Similarly, the narrative comments on the evaluation worksheets contain very few comments in support of the ultimate decision; in fact, the worksheets do not even indicate the basis for large reductions in Son's score under certain evaluation factors. The Air Force's position is based in part on its finding that Son's proposal contained inadequate detail. As with the rest of the record, however, there is no indication of where detail is lacking or the impact of the absence of any particular detail. Further, our own review of the two proposals reveals no obvious material differences in the amount of detail provided. We are obligated to object to a decision that one offeror is technically superior to another when a reasonable basis is not evident from the record. See PharmChem Laboratories, Inc., B-244385, Oct. 8, 1991, 91-2 CPD ¶ \_\_\_\_; Avanco Int'l, Inc., B-241007.2, Mar. 13, 1991, 91-1 CPD ¶ 276.

## DISCUSSIONS

The evaluation deficiencies discussed above were compounded by the agency's concomitant failure adequately to discuss the cited deficiencies with Son's.

Contracting officers are required to conduct discussions with all offerors in the competitive range. FAR § 15.610. Although discussions need not be all-encompassing, they must be meaningful; in general, this means that agencies must lead offerors into the areas of their proposals which require amplification or correction. Jaycor, B-240029.2 et al., Oct. 31, 1990, 90-2 CPD ¶ 354. In this regard, discussions should be as specific as practical



considerations will permit, Data Preparation, Inc., B-233569, Mar. 24, 1989, 89-1 CPD ¶ 300. This is especially true where proposal defects are largely informational in nature, in which case it is incumbent upon the agency to be as clear and precise as possible in informing an offeror of informational gaps in its proposal, Techniarts Eng'g, B-234434, June 7, 1989, 89-1 CPD ¶ 531. In addition, an agency may not inadvertently mislead an offeror, through the framing of a discussion question, into responding in a manner that does not address the agency's concerns, Vitro Servs. Corp., B-233040, Feb. 9, 1989, 89-1 CPD ¶ 136.

The Air Force's discussions with Son's were in the form of a letter that repeated the proposal preparation instructions for each of the five evaluation factors in which Son's proposal was found to be deficient. Under the factors for management and personnel experience, Son's proposal was considered deficient because it offered too many candidates; the Air Force's discussion letter repeated the RFP instructions to provide resumes detailing each management candidate's experience and to provide evidence that food service personnel had at least two years of relevant experience. These RFP instructions clearly did not alert Son's to any perceived problem with the number of candidates proposed. In fact, under the personnel experience factor, the instructions misled Son's into providing further documentation of the candidates' experience, even though the evaluators had not questioned that experience. In addition, the discussion letter did not advise Son's of the other perceived deficiencies concerning SIMS experience and the hiring of former dining hall employees.

Similarly, under the corporate capability/experience factor, Son's proposal was downgraded for its failure to reference SIMS experience. Again, the Air Force's discussion letter merely parroted the proposal preparation instruction for the evaluation factor, which required the offeror to provide detailed evidence that the firm has the capability to provide full food service, including resumes and contract references. We fail to see how the Air Force's letter could have placed Son's on notice of the perceived deficiency concerning SIMS experience, especially since Son's proposal had specifically referenced its current contract at Andrews AFB in which SIMS is used. Although, as discussed, the Air Force's downgrading of Son's proposal for failure to demonstrate SIMS experience was improper, Son's could have confirmed that it currently uses SIMS in its performance of the Andrews contract had the Air Force afforded it an opportunity to do so.



Under these circumstances, we find that meaningful discussions were not conducted because the questions presented to Son's were both nonspecific and misleading. See ITT Electron Tech. Div., B-242289, Apr. 18, 1991, 91-1 CPD ¶ 383.

#### CONCLUSION

Although Son's technical proposal received a considerably lower score than Good Food's, the evaluation comments show that most of the difference between the offerors' scores is attributable to improper reductions in Son's score under the heavily weighted management and personnel experience factors, as well as the corporate capability/experience factor. In this regard, as noted above, the evaluation record did not contain any comprehensive analysis or comparison of the proposals, and the comments in the evaluation worksheets did not support the substantial reductions to Son's score under these three heavily weighted factors. Accordingly, we find that the record does not support the Air Force's selection of Good Food's proposal over Son's. See FAR § 15.612(d)(2); PharmChem Laboratories, Inc., supra. In addition, we find that the Air Force improperly failed to hold meaningful discussions with Son's. It is clear from the record that Son's score could have been substantially higher if Son's had received a proper technical evaluation and the opportunity to improve its proposal through meaningful discussions.

Accordingly, we sustain the protest. By letter of today to the Secretary of the Air Force, we are recommending that the agency reopen negotiations and hold meaningful discussions with both offerors in the competitive range, and reevaluate technical proposals in accordance with our stated concerns. If Son's is the successful offeror under the new evaluation, the Air Force should terminate Good Food's contract for the convenience of the government and make award to Son's, if otherwise appropriate. We also find that the protester is entitled to recover its costs of filing and pursuing the protest; Son's should submit its claim for such costs directly to the agency. 4 C.F.R. § 21.6(d) (1991).

The protest is sustained.

*for Milton L. Jordan*  
Comptroller General  
of the United States

---

'Son's raises several other issues concerning the conduct of the procurement. We have reviewed these issues and the record thoroughly, and find that the additional protest grounds are without merit and do not warrant discussion here.